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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MOVE, INC., a Delaware corporation;
MOVE SALES, INC., a Delaware
corporation; REALSELECT, INC., a
Delaware corporation,

Plaintiffs,

v.

COSTAR GROUP, INC., a Delaware
corporation; JAMES KAMINSKY, an
individual; and DOES 1 through 10,
inclusive,

Defendants.

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Case No. 2:24-cv-05607-GW-BFM

**JOINT STIPULATION FOR ENTRY
OF AN ORDER ESTABLISHING A
PROTOCOL FOR FORENSIC
DISCOVERY OF CERTAIN
FORENSIC IMAGES OF COSTAR
GROUP, INC. DEVICES**

1 Plaintiffs Move, Inc., Move Sales, Inc., and RealSelect, Inc. (together,
2 “Move”), and Defendant CoStar Group, Inc. (“CoStar”) and Defendant James
3 Kaminsky (“Kaminsky”) (collectively, the “Parties”), by and through their counsel
4 of record, hereby stipulate and agree as follows to this Forensic Inspection Protocol
5 (the “Protocol”):

7 **CUSTODY OF COSTAR-ISSUED KAMINSKY DEVICES AND FORENSIC**
8 **IMAGES THEREOF**

9 1. This Protocol is intended to apply to the inspection of the forensic
10 images that CoStar’s forensics expert (“CoStar’s Expert”) obtained from the devices
11 identified below:

- 13 i) The forensic image made by CoStar’s Expert of Mr. Kaminsky’s
14 CoStar-issued Dell Latitude 7430 laptop, SN# 7HBNHR3;
- 15 ii) The forensic image that CoStar’s Expert made of Mr. Kaminsky’s
16 CoStar-issued Dell Latitude 7430 laptop, SN# 1BKLHW3;
- 17 iii) The forensic image that CoStar’s Expert made of Mr. Kaminsky’s
18 CoStar-issued Apple MacBook Pro A2991 laptop, SN#
19 YJDFX4Q9PJ; and
- 20 iv) The forensic image that CoStar’s Expert made of Mr. Kaminsky’s
21 CoStar-issued Apple MacBook Pro A2991 laptop, SN#
22 YYNHVHPW45.

23 These devices are referred to herein as the “CoStar-Issued Kaminsky Devices” and
24 the forensic images from such devices are referred to herein as the “Forensic
25 Images.” CoStar confirms that the CoStar-Issued Kaminsky Devices, in their
26 original and unaltered state, have been forensically imaged and preserved in
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1 accordance with appropriate practices in the industry at the time disclosed in
2 CoStar's Opposition to Move's Preliminary Injunction Motion.

3 2. CoStar's Expert shall maintain the complete original, unaltered,
4 forensically sound images of the CoStar-Issued Kaminsky Devices in a secure
5 facility it operates and, except as directed otherwise by this Protocol, by joint
6 stipulation of the Parties, or by order of the Court, shall retain custody of such images
7 until the litigation has come to an end (*i.e.*, the case has been dismissed or final
8 judgment has been rendered and all appeal rights have been exhausted) or the Parties
9 otherwise agree.
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11 3. Costs and expenses incurred by CoStar's Expert shall be the sole
12 responsibility of CoStar.
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14 **REVIEW OF FORENSIC IMAGES**

15 4. The Parties hereby agree to the following Protocol to govern the review
16 of the Forensic Images and the disclosure of information from those Forensic Images
17 to Move and its counsel. Nothing in this Protocol shall be construed as an admission
18 by CoStar of any intentional, improper conduct by CoStar.
19

20 5. While CoStar disputes the allegations in Move's pleadings, in the
21 interests of compromise and to facilitate discovery, CoStar has agreed to provide the
22 Forensic Images to BRG, an independent, third-party forensics expert engaged by
23 Move for the purposes of this litigation at Move's sole expense ("Move's Expert").
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1 6. Within five (5) business days of the entry of this Protocol by the Court,
2 CoStar's Expert shall deliver a complete copy of the Forensic Images via encrypted
3 storage media by overnight delivery or hand delivery to Move's Expert at the
4 following address:
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6 Berkeley Research Group
7 Attn: Matthew Moore
8 155 B Avenue
9 Suite 240
10 Lake Oswego, OR 97034
11 415.640.3385

12 7. Move's Expert may commence its forensic examination of all files,
13 artifacts and metadata contained on the Forensic Images, including as contained in
14 allocated and unallocated memory on the Forensic Images. As part of that process
15 and prior to the disclosure of any information regarding such examination to Move
16 and its counsel, Move's Expert shall create a file listing (the "File List") containing
17 a list of all user-generated files (*e.g.*, Microsoft Office documents, emails, pdfs,
18 photos, and/or video) on the Forensic Images and will provide the File List to
19 Defendants' counsel so that Defendants' counsel can review to determine whether:
20 (a) any of the information on the File List needs to be (i) redacted or withheld for
21 privacy, privilege, or (ii) designated as Confidential or Outside Counsel Eyes Only
22 pursuant to the Confidentiality Protective Order; or (b) whether CoStar intends to
23 move for a separate protective order to preclude the disclosure of any such
24 information to Move and/or its counsel. Defendants' counsel shall promptly review
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1 the File List and shall identify and designate any information on the File List, if any,
2 that implicates their clients' respective privacy or unique company confidentiality
3 concerns or attorney-client privileged information in a written notice sent to Move's
4 Expert within three (3) business days. Defendants' counsel shall also identify in
5 such notice any CoStar confidential or highly-confidential information on the File
6 List that would require the File List to be designated according to the Confidentiality
7 Protective Order (ECF No. 40) (the "Confidentiality Protective Order"). Should
8 any scheduling conflicts arise that would prevent them from complying with this
9 three (3) business day requirement, Defendants' counsel shall promptly notify
10 Move's counsel about the conflict and seek an agreement on an alternate date to be
11 set as promptly as practicable. Defendants' counsel shall communicate directly with
12 Move's Expert about the potentially privileged or confidential or highly-confidential
13 information on the File List in its notice. Defendants' counsel shall, as applicable,
14 provide Move's counsel with a log supporting the withholding or non-disclosure of
15 any information on the File List on the basis of attorney-client privilege in the format
16 required by Federal Rule of Civil Procedure 26(b)(5). Withholding shall only be on
17 the basis that the information on the File List is privileged; provided, however,
18 CoStar reserves the right to move for a protective order with respect to any
19 anticipated disclosure of non-privileged unique Company confidential information
20 on the File List. Upon completion of the foregoing review process, Move's Expert
21 can share the File List (subject to any modifications required through the process set
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1 forth in this Paragraph) to Move and/or its counsel as permitted by the
2 Confidentiality Protective Order.

3 8. At the time Move's Expert provides Defendants' counsel with the File
4 List or at any point until within thirty days of the close of fact discovery, Move's
5 Expert may also notify such counsel of its intention to share some or all of the files,
6 artifacts or metadata identified on the File List or forensic reports regarding the
7 Forensic Images generated using forensic tools (such reports shall not include any
8 independent expert reports or other summaries generated by Move's Expert) with
9 Move or its counsel by identifying such files, artifacts or metadata or forensic reports
10 in a written list (the "File Disclosure List") so that Defendants' counsel can
11 determine whether (a) any of those files, artifacts, metadata or forensic reports need
12 to be (i) redacted or withheld for privacy or privilege, (ii) designated as Confidential
13 or Outside Counsel Eyes Only pursuant to the Confidentiality Protective Order; or
14 (b) CoStar intends to move for a separate protective order to preclude the disclosure
15 of any such files, artifacts, metadata or forensic reports to Move and/or its counsel.
16 Defendants' counsel shall promptly review the File Disclosure List and shall identify
17 and designate entire files, artifacts, metadata, forensic reports or specific information
18 in the files, artifacts, metadata or forensic reports identified on the File Disclosure
19 List that implicates privacy, unique company confidentiality concerns or attorney-
20 client privileged information in a written notice that will be sent to Move's Expert
21 within twenty-eight (28) calendar days or sooner. Defendants' counsel shall use best
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1 efforts to complete the review of the File Disclosure List as soon as practicable and,
2 if possible, in less than twenty-eight (28) days. With such notice, Defendants'
3 counsel shall also identify whether any of the files, artifacts, metadata or forensic
4 reports should be designated confidential or highly-confidential information
5 according to the Parties' Confidentiality Protective Order. Should any scheduling
6 conflicts arise that would prevent them from complying with this twenty-eight (28)
7 calendar day requirement, Defendants' counsel shall promptly notify Move's
8 counsel about the conflict and seek an agreement on an alternate date to be set as
9 promptly as practicable. Defendants' counsel shall communicate directly with
10 Move's Expert about the private, potentially privileged or CoStar confidential or
11 highly-confidential information identified by them in the files, artifacts, metadata or
12 forensic reports on the File Disclosure List. Defendants' counsel shall, as applicable,
13 provide Move's counsel with a log supporting the withholding or non-disclosure of
14 any files, artifacts, metadata or forensic reports on the File Disclosure List withheld
15 on the basis of attorney-client privilege in the format required by Federal Rule of
16 Civil Procedure 26(b)(5). Withholding shall only be on the basis that the file,
17 artifacts, metadata or forensic reports are privileged in whole or part; provided,
18 however, CoStar reserves the right to move for a protective order with respect to any
19 anticipated disclosure of non-privileged CoStar confidential information identified
20 on the File Disclosure List. Upon completion of the foregoing review process,
21 Move's Expert can share the files, artifacts, metadata or forensic reports on the File
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1 Disclosure List (subject to the withholding/redactions or designations made by any
2 of the Defendants pursuant to the process set forth in this Paragraph) to Move and/or
3 its counsel as permitted by the Confidentiality Order. Move's Expert will not share
4 such files, artifacts, metadata or forensic reports with Move or its counsel until this
5 process is completed.
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7 9. If in Defendants' counsel's determination, certain materials need to be
8 redacted for privilege, such counsel shall produce redacted versions of those
9 materials directly to Move's counsel within three (3) business days of the service of
10 the File List or twenty-eight (28) calendar days of the service of the File Disclosure
11 List. Defendants' counsel shall use best efforts to produce redacted versions of
12 material as soon as practicable.
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15 10. Once Move's Expert and Defendants' counsel complete the process
16 outlined in the preceding two paragraphs, Move's Expert may share with Move's
17 outside counsel (and with Move, as permitted under the Confidentiality Protective
18 Order) the non-privileged files, artifacts and metadata identified on the File
19 Disclosure List that Defendants' counsel did not otherwise identify privacy or
20 unique confidentiality concerns in their response to the File Disclosure List, with
21 confidentiality designations as determined by Defendants' counsel.
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25 11. The Parties agree that the provision of the Forensic Images as described
26 herein shall not constitute a waiver of any claim of attorney-client privilege, work
27 product protection, or any other protection against disclosure, or any rights to claw
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1 back or to confidentiality under the Confidentiality Protective Order or otherwise.
2 The Parties further agree that nothing in this stipulation shall constitute a waiver of
3 Move's right to challenge an assertion of privilege or work product by CoStar or Mr.
4 Kaminsky or to challenge a designation under the Confidentiality Protective Order
5 pursuant to its terms.
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7 12. The Parties further agree that nothing in this stipulated Protocol is a
8 waiver of Move's rights and protections under Federal Rule of Civil Procedure 26
9 concerning the exchange of expert information and reports. Moreover, compliance
10 with this Protocol will not be deemed as a waiver of any work product or attorney-
11 client privilege protections for retained experts' communications with counsel or
12 those experts' drafts of reports.
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18 Dated: December 19, 2024

JENNER & BLOCK LLP

19
20 By: /s/ Todd C. Toral

21 Todd C. Toral

22 Brent Caslin

23 David R. Singer

24 Carolyn Small

Elizabeth Baldridge

25 *Attorneys for Plaintiffs*
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1 Dated: December 19, 2024

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4 Nicholas J. Boyle

5 Matthew W. Walch

6 *Attorneys for Defendant*

7 *CoStar Group, Inc.*

8 Dated: December 19, 2024

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12 Patricia A. E. Tenenbaum

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